

**SPECIAL INSURANCE CONDITIONS FOR THE CARGO INSURANCE  
(ZPP CARGO 01/2019)**

<b>ARTICLE 1</b>	<b>PRELIMINARY PROVISIONS</b>
<b>ARTICLE 2</b>	<b>DEFINITIONS</b>
<b>ARTICLE 3</b>	<b>COMMENCEMENT AND DURATION AND END OF INSURANCE COVER</b>
<b>ARTICLE 4</b>	<b>SUBJECT OF INSURANCE</b>
<b>ARTICLE 5</b>	<b>MATERIAL AND TERRITORIAL SCOPE OF COVER</b>
<b>ARTICLE 6</b>	<b>EXCLUSIONS</b>
<b>ARTICLE 7</b>	<b>INSURANCE CERTIFICATE</b>
<b>ARTICLE 8</b>	<b>GENERAL OBLIGATIONS OF THE POLICYHOLDER AND THE INSURED</b>
<b>ARTICLE 9</b>	<b>OBLIGATIONS OF THE POLICYHOLDER AND THE INSURED AFTER THE LOSS OCCURRENCE</b>
<b>ARTICLE 10</b>	<b>SUM INSURED, INSURANCE VALUE AND LIMIT OF INDEMNITY</b>
<b>ARTICLE 11</b>	<b>INDEMNIFICATION</b>
<b>ARTICLE 12</b>	<b>REIMBURSEMENT OF COSTS ASSOCIATED WITH THE INSURED EVENT</b>
<b>ARTICLE 13</b>	<b>SPECIAL INDEMNIFICATIONS</b>
<b>ARTICLE 14</b>	<b>INSURANCE PREMIUM</b>

**ARTICLE 1     PRELIMINARY PROVISIONS**

These special insurance conditions, together with the insurance policy, the General Insurance Terms and Conditions of Property and Business Interruption Insurance (hereinafter "VPP MAJ 01/2019") and, if necessary, additional insurance conditions are considered as one integral whole.

**ARTICLE 2     DEFINITIONS**

**Securities**     Means of payment replacing money at payment transactions. As securities are considered mainly shares, highway coupons, tickets, stamps, lottery tickets, postage stamps, vouchers (food, gifts and other) bonds, bills, checks, phone cards and other cards, if it has a value.

**Valuables**     Precious metals, semi-precious stones, precious stones, pearls (processed or not), and articles made therefrom or incorporated into such items.

**Container**     Large capacity waterproof shipping container of standard size, strength, storage and load parameters corresponding to the requirements of the International Organization for Standardization (ISO). It is designed for shipments suitable for this type of transport in size and character.

**Missing consignment** When the conveyance does not arrive at the place of destination within 60 days and for European inland routes within 30 days from the scheduled arrival or there is no information about the conveyance until the date of reporting a loss. In case of war, threat of war, civil war and local riots the period is extended to maximum 6 months.

**Packaging**

**a) suitable and usual for consignment** Such type and way of consignment packaging, which in the normal course of transportation prevents the consignment from damaging or destroying with respect to its type and nature, type of transport means and transport route.

**b) consumer / business packaging** is included in the total insured value of the consignment and is considered as a part of it but excluding a container or returnable transport packaging for reuse.

**Person lawfully acting on behalf of the policyholder/insured**

A person authorized to act on behalf of the policyholder or the insured. As such a person is not considered a freight-forwarder and a carrier

**Missing**

Loss or theft of a consignment or part thereof.

**Insurance certificate**

A specific type of an insurance confirmation letter, a negotiable security. A legitimate holder of its original has a right to indemnification payment in case of loss. A content of the certificate for international transport is governed by the practice of this insurance and by requirements of an international trade and **it is not the insurance confirmation letter in accordance with law.**

**Insured event**

Material damage to the insured item due to insurance risk, which, according to the insurance policy and these Insurance Conditions, is covered by this insurance and which is, under the insurance policy and these Insurance Conditions, associated with the right to indemnification from this insurance, on condition such a material damage to the insured item must occur randomly, i.e. an event that occurs suddenly and unexpectedly, in a short time and the insured could not prevent its occurrence.

**Consignment damage**

Changed conditions of the consignment or part thereof, which can be objectively repaired, or such a change, which cannot be objectively repaired, yet the consignment can be used for its original purpose.

**Haulage**

The cost of transporting the consignment agreed by contract of carriage parties or tariff.

**Natural character of the consignment and its internal destruction**

A *natural character* of the consignment is considered inherent physical or chemical features that are typical for it. Losses caused like this manifest as *internal destruction* (i.e. especially rot, chemical decomposition, implosion, induction, corrosion (rust), fermentation, fraction, oxygenation, oxidation, mold, contortion, overvoltage, breakage, spraying, dissolution, spillage, fusion, autoignition, plants withering, evaporation, vanishing, springing out, drying, steaming).

**Contribution to a general average**

The amount which the policyholder must pay based on the average adjustment approved by average adjuster/office according to inland navigation rules or York-Antwerp Rules.

**Storage of consignments**

Storage necessary and usual for reloading the shipment, waiting for means of transport, processing of documentation related to conveyance etc.

**General average**

Institute of maritime law and inland navigation law, according to which losses and financial expenses incurred by measures to rescue the ship and shipments from a common danger are allocated to the saved values. Transported (rescued) shipments then contribute to the general average according to general average settlement prepared according to rules applicable to the contract of carriage.

**Damage caused intentionally**

Caused by a willful act or omission attributable to the policyholder, to the insured or to persons entitled to act on behalf of them, or when these persons knew that by their behavior a harmful effect would be caused and they wanted to cause it, or they knew that it could have been caused and accepted it.

**Defected consignment**

A state when the consignment lacks the required parameters (quality, grade, weight, dimensions, structure, stability, composition, etc.).

**Consignment**

One or more material things or packaging/handling units containing these material things with specified type and quantity in a trade or delivery document and transported from the place of departure to the destination. The consignment can be also a bulk shipment.

**Return consignment**

Consignment transported back to the sender after it was delivered to the recipient who refused to receipt it or if it was decided before delivery to return a consignment to the sender due to damage/destruction.

**Destruction of the consignment**

A state when the consignment cannot be objectively repaired and also it cannot be used for its original purpose.

**Eligibility of means of transport**

Officially approved and legally operated means of transport determined for transporting shipments in terms of its nature, route and type of transport.

Transport by ship: the eligibility is subject to the Institute Classification Clause CL 354 dated 1.1.2001, see attachment.

Inland transport: if the vessel is marked with first class internationally recognized classification register.

**Loss**

Loss of the ability to dispose of the insured consignment which occurred without demonstrable violent overcoming its security. The shipment is also considered lost if it is unavailable, ie. it exists, but it cannot be disposed physically or the cost of its recovery or repair would be economically ineffective / unprofitable.

**Vessel destruction**

A state when the vessel is destroyed or lost, or in condition when the rescue and repair cost exceed its value.

**Shipwreck**

A state when the vessel carrying a consignment hits the seabed/river bottom, capsizes, sinks, is broken, collides with another vessel or object, or is damaged by ice.

**ARTICLE 3 - COMMENCEMENT, DURATION AND END OF INSURANCE COVER**

- 1) The insurance covers transportation begun during the insurance period.
- 2) The insurance begins when the consignment is handled first time in the current storage location (warehouse / plant), specified in the insurance policy, to be ready for an immediate transport and lasts for a usual transport time (incl. loading / unloading, reloading and storage).
- 3) The insurance ends (the point which comes first prevails):
  - a) at the moment of unloading of the consignment at the receiver's location specified as a destination in the insurance policy,
  - b) at the moment of unloading of the consignment at another location specified in advance by the policyholder and mentioned in the insurance policy,
  - c) at the moment of the risk transfer if the consignment is sold before the insured transportation is finished due to an insured loss event,

- d) at the moment of shipping the consignment to the destination, specified in the insurance policy, following unloading of the vessel or aircraft at the destination harbor or airport.
  - e) In all cases, the insurance expires within 30 days from carrying/delivery of the consignment to the destination specified in the insurance policy; the case of maritime transport, then no later than 60 days after the unloading of the consignment at the destination port. The insurance also ends if it exceeds 60 days of storage during the transport.
- 4) When transporting bulk shipments, as well as liquids in tanks or reservoirs insurance starts at the moment the goods is loaded (pumped-in) into a vehicles or tank to be ready for an immediate transport and ends at the moment the unloading (pumping-out) of the consignment begins at the location specified in the insurance policy.

#### ARTICLE 4 SUBJECT OF INSURANCE

Consignments that are listed in the insurance policy and that are carried by the usual type of transport (road, rail, air, river, sea transport or a combination thereof).

#### ARTICLE 5 MATERIAL AND TERRITORIAL SCOPE OF INSURANCE

- 1) The insurance policy can cover the all-risk insurance, ie. the coverage according to ICC (A) or the listed insurance hazards, ie. the coverage according to ICC (B) or the most serious insurance hazards, ie. the coverage according to ICC (C).
- 2) The all-risk insurance covers any damage to the insured consignment, regardless of the causes of its origin, if such damage or its cause is not excluded, restricted or otherwise modified in these insurance conditions or in the insurance policy.
- 3) The listed insurance hazards insurance covers damage to the insured consignment caused by any of the following insurance hazards:
  - a) shipwreck,
  - b) vessel destruction,
  - c) laying down the consignment which means taking measures to save the ship after the accident (general average),
  - d) unloading, intermediate storage and reloading of the consignment at the emergency harbor in which the vessel forcibly entered as a result of the insured hazard emerged,
  - e) accident of the land or air means of transport carrying the consignment,
  - f) emergency landing of the aircraft,
  - g) capsizing or derailment of the land means of transport,
  - h) impact or crash/fall of the aircraft/air object, respectively its parts or cargo,
  - i) collapse of warehouse buildings where the consignment was stored; collapse of bridges, roads, tunnels and other structures,
  - j) fire, lightning, explosion,
  - k) earthquake, shaking of the sea, volcanic eruptions, flood, inundation, windstorm, hail, tsunami, typhoon, cyclone, hurricane and avalanche.

The insurance cover specified under this paragraph can be extended in the insurance policy by the burglary and/or robbery and by loading/unloading due to other hazards than above mentioned.

- 4) The most serious insurance hazards insurance covers damage to the insured consignment caused by any of the following insurance hazards:
  - a) shipwreck,
  - b) vessel destruction,

- c) laying down the consignment which means taking measures to save the ship after the accident (general average),
  - d) unloading, intermediate storage and reloading of the consignment at the emergency harbor in which the vessel forcibly entered as a result of the insured hazard emerged,
  - e) accident of the land or air means of transport carrying the consignment,
  - f) capsizing or derailment of the land means of transport,
  - g) impact or crash/fall of the aircraft/air object, respectively its parts or cargo,
  - h) fire, lightning, explosion.
- 5) Unless the insurance policy explicitly states the scope of insurance cover, it is covered the listed insurance hazards.
- 6) The insurer does not provide the insurance coverage and is not obliged to provide indemnification in case of conflict with the sanctions, interdicts and restrictions given by UN resolutions or trade or economic sanctions, laws and regulations of the European Union and the United States of America or of the legislation of the Czech Republic.
- 7) Special cases of insurance protection

***Unless expressly agreed otherwise in the insurance policy, the following consignments are always covered against listed insurance hazards (in accordance with paragraph 3 of this article):***

- a) unpackaged consignments,
- b) return consignments,
- c) with a prior transportation or storage, not insured by the insurer,
- d) used or in a damaged condition,
- e) bulk and liquid shipments, raw materials and ores transported in way of bulk shipment (bulk cargo).

***Unless expressly agreed otherwise in the insurance policy, consignments placed on vessel board are insured solely against listed insurance hazards, including dropping consignment overboard or sweeping it away by a sea wave in the case of sea transport. In this scope of cover there are also insured below deck consignments that are carried on vessel board with policyholder's awareness. Onboard consignments stored in sealed containers can be insured against all-risks except return consignments, used consignments or in a damaged condition ones and consignments with a prior transportation or storage, not insured by the insurer.***

- 8) The territorial scope of insurance cover is specified in the insurance policy.

## **ARTICLE 6 EXCLUSIONS**

- 1) **The insurer does not provide indemnification for damages** caused by:
- a) intentionally by the policyholder, the insured or a person acting for them legitimately,
  - b) war (declared or not), civil war, events similar to war and a hazard which occurs independently of the war-state resulting from usage or presence of war weapons,
  - c) strike, lockout, riot, blockade, plundering, political violence, civil unrest or other events motivated politically, religiously, socially or racially, terrorism, sabotage; special legislation of this risk is included in "Terrorism exclusion" NMA 2920 (see attachment)
  - d) confiscation, impoundment of consignment or other similar interventions of state power recognized or unrecognized (e.g. an official decision, injunction or its executing),
  - e) ionizing radiation, radioactive contamination from any nuclear fuel or waste or combustion of nuclear fuel, radioactive, toxic, explosive or other hazardous or contaminating material of

any nuclear installation, reactor, device or component; special legislation of this risk is included in "Institute radioactive contamination chemical, biological, bio-chemical, electromagnetic weapons exclusion clause" CL 370 (see attachment)

- f) weapon or a device using an atomic or nuclear fission and fusion, or other similar reactions,
- g) the use or deployment of chemical, biological, electromagnetic weapons, incl. their substances,
- h) misuse of electronic or computer systems and software; computer viruses or processes, electronic disorder or attacks of navigation and communication systems, special legislation on cyber risk is included in "Institute cyber attack exclusion clause" CL 380 (see attachment)

**2) Unless the insurance policy states otherwise, the insurer does not provide indemnification for damage caused by:**

- a) natural character of the consignment and its internal destruction or defective quality.
- b) effect of usual weather conditions (e.g. normal humidity, condensation, temperature fluctuations), marine vapors,
- c) by insects, rodents and microorganisms,
- d) the design, manufacturing or material defects,
- e) usual liquid leakage, usual decrease of quantity, volume and weight of consignments and normal wear and tear,
- f) obvious and hidden defects that the consignment suffered already at the beginning of the insured transportation,
- g) defective, missing, inadequate or inappropriate packaging of the consignment with regard to its kind, type and route of transportation, if caused by the policyholder, the insured or a person legitimately acting for them,
- h) inability or inappropriateness of means of transport for the safe transport of insured consignment, if caused by the policyholder, the insured or a person legitimately acting for them,
- i) incorrect, unprofessional or unusual way of handling the consignment by the policyholder, the insured or a person legitimately acting for them, incl. placing the consignment into the vehicle or container,
- j) breach of customs, safety or other official regulations, as well as breach of freight-forwarding and declaratory rules or carrier's regulations,
- k) on the packaging, if not a consumer / business packaging,
- l) transport delays; however, this exclusion shall not apply in case of the general average,
- m) indirectly in any way (e.g. payment inability or delay in owner's paying, leaseholder or operator of a vehicle or other financial irregularities related to these persons).

**3) Unless the insurance policy states otherwise, the transport of the following consignments is excluded:**

- a) motor vehicles owned or on the account of the insured,
- b) fine arts,
- c) securities, valuables, cash,
- d) drawings and plans of all kinds,
- e) records on storage media,
- f) used and damaged motor vehicles, used or defective machinery and equipment,
- g) transporting themselves,
- h) live animals,

- i) weapons, explosives and detonators,
  - j) radioactive and fissile substances, including waste thereof.
- 4) **List of exclusions listed in this article may not be ultimate.** Exclusions and limitations of insurance coverage can be also mentioned elsewhere in this and other insurance conditions or contractual stipulations, which form an integral part of the insurance policy or specified directly in the insurance policy.

#### ARTICLE 7 INSURANCE CERTIFICATE

- 1) On the request of the policyholder / the insured, the insurer shall issue the insurance certificate. Unless otherwise agreed, the insurance certificate cannot be issued, if the policyholder is in delay with payment of premiums.
- 2) The insurer is relieved from obligations under the contract, if in good faith indemnified the person who submitted first the original of the insurance certificate.
- 3) When the insurance certificate includes insured's authorization to transfer rights of the insurance policy by indorsement, even blank, to other persons, who are entitled to further transfer, those persons are also authorized to further transfer (certificate to order). This indorsement transfer has an effect of a debt assignment, even if the insurer has not been informed about this procedure. The insurer is not obliged to examine the validity of the indorsement.

#### ARTICLE 8 GENERAL OBLIGATIONS OF THE POLICYHOLDER AND THE INSURED

In addition to the obligations arising from the general law and that mentioned in Art. 8 VPP MAJ 01/2019 and in these insurance conditions, the policyholder / the insured has also the following obligations:

- a) must not, after the contract was concluded, without insurer's consent to change the conditions of the transportation, neither to give consent to a third party to change these conditions,
- b) to make all possible effort and use all available means and possibilities to avoid a possible loss event and immediately eliminate any defect or hazard which could lead to a loss event,
- c) to use solely eligible means of transport for transportation,
- d) to cooperate with stable and proven business partners; in case of road freight transport, also to check that they have the liability insurance with a scope of cover required by the applicable law,
- e) demonstrate and prove the existence of a written shipping order, at the moment of ordering the transport to a carrier, which the parties mutually confirmed,
- f) to comply with special regulations regarding transport of dangerous or otherwise specific consignments,
- g) to fulfill other specific obligations that have been contractually agreed.

#### ARTICLE 9 OBLIGATIONS OF THE POLICYHOLDER AND THE INSURED AFTER THE LOSS OCCURRED

In addition to the obligations arising from the general law and that mentioned in Art. 9 VPP MAJ 01/2019 and in these insurance conditions, in case a loss occurred, the policyholder / the insured has also the following obligations:

- a) not to change without the consent of the insurer a state caused by a loss event, until a loss event, which could be an insured loss event, is properly investigated. This does not apply if the change is necessary for hygienic, environmental or safety reasons or in order not to increase a possible loss. In such case, it is necessary a loss to be documented properly (e.g. photos),
- b) to raise a claim against a responsible person immediately and ensure rights against other persons which can be transferred to the insurer, in particular a right for indemnification for losses caused by the insured event as well as sanction and settlement rights,
- c) to ensure that an insurance indemnification claim has not been transferred without insurer's consent,
- d) to ensure that the reservation has been made on consignment or delivery note, if during transportation was found that a container was damaged or missing seals or are in damaged condition or was not original,
- e) to recognize expenses and contributions to a general average solely with insurer's consent.

#### **ARTICLE 10 SUM INSURED, INSURANCE VALUE AND LIMIT OF INDEMNITY**

- 1) The sum insured is determined on basis of the insured value of the consignment for each individual shipment. The insured value of the consignment is a usual trading price. Unless otherwise agreed, as a usual trading price is considered an invoiced value of the insured consignment. If it is not possible to determine it in this way the insured value of the consignment is a usual price. The insurance value of the consignment cannot include the price of popularity (subjective evaluation).
- 2) The insurance policy may determine a maximum limit of indemnity for all insured events occurring during the insurance period.
- 3) If agreed in the insurance policy the insured value of the consignment may also include:
  - a) haulage and customs duty,
  - b) expected profit of the consignee up to 10% of the value of the consignment, unless otherwise agreed.

#### **ARTICLE 11 INSURANCE INDEMNIFICATION**

- 1) Right to an insurance indemnification arises when a fact, which is associated with insurer's obligation to indemnify, occurs.
- 2) The upper limit of the insurance indemnification for each insured event, occurred during the insurance period, is the sum insured; the upper limit of the insurance indemnification for all insured events, occurred during the insurance period, is the maximum limit of indemnity, if agreed.

- 3) The insurance indemnification is decreased by agreed deductible.
- 4) The insurance indemnification is payable in the currency of the Czech Republic, unless agreed otherwise. If the insurance indemnification is paid in foreign currency (incl. contribution to a general average) the foreign exchange rate of the Czech National Bank, as to date the loss occurred, shall be used for a conversion.
- 5) Contribution to a general average, stated by the average adjustment, is paid by the insurer in full without deducting the deductible, even beyond the agreed sum insured if the insured sum corresponds to the insurance value of the consignment.
- 6) The insurer also pays reasonably incurred expenses necessary to determine the loss (incl. expenses on general average), which is an insured event, and agreed or ordered expenses, even beyond the agreed sum insured.

#### **ARTICLE 12 REIMBURSEMENT OF COSTS ASSOCIATED WITH THE INSURED EVENT**

- 1) The insurer will pay expedient expenses incurred by the policyholder, the insured or other party to avert an imminent insured event or to mitigate consequences of an already occurred insured event or because they fulfilled the obligation to remove the consignment or its remnants for hygienic, environmental or safety reasons, especially these costs for:
  - a) a necessary temporary storage after an insured event and additional costs associated with transportation to the nearest suitable storage location; a substitute transportation must be realized in a similar manner as the previous one; the insurer shall not pay express charges,
  - b) towing vehicle with a loaded insured consignment after an insured event to the nearest repair or re-loading location,
  - c) consignment repackaging if the original damaged packaging doesn't provide sufficient protection for the further transport; the same applies to changing the container.
- 2) Reimbursement of salvage costs incurred to save the life and health is limited to 30% of the sum insured / limit of indemnity. Payment of other salvage costs incurred is limited to 5% of the agreed sum insured. The insurer shall pay, without any limitation, salvage costs incurred by the policyholder / the insured or other person with the written consent of the insurer.

#### **ARTICLE 13 SPECIAL INDEMNIFICATIONS**

- 1) **Rediscovery of the consignment**

If the lost consignment / part of the consignment, for which has been claimed a right for an indemnification, was found the policyholder is obliged to notify the insurer about this fact immediately. An ownership rights to the rediscovered consignment shall not be transferred to the insurer but the insurer shall be entitled to a refund of granted indemnification deducted by expenses for the recovery of consignment and damages caused to the consignment in connection with that.
- 2) **Damage to consignment or part of it**

If the consignment or part of it is damaged by the insured event the insurer shall provide an indemnification equal to a difference between the consignment value before it was dispatched

and after it was damaged. The value of the damaged consignment can be also fixed as free sale or public auction yields if required by the insurer with respect to circumstances essential for determining a loss. If the consignment is devaluated utterly the insurance indemnification shall be decreased by a value of saved recoverable things (ie. "junk value"). Damaged consignments can be never transferred to the insurer without his consent. If the recipient shall not take over the consignment the insured shall be not entitled to an indemnification and the insurer shall not bear related costs. Also, an unsuitability to use the consignment for the original purpose for business reasons shall not be indemnified from this insurance. The insurer pays the reasonable cost of repairs, which are necessary for the damaged consignment or part of it to be restored to condition before the insured event including costs of disassembly and assembly, transportation to and/or from a repair location and other costs reasonably incurred. The price of monetizable and usable remains of restored parts shall be deducted of these costs by the insurer. Costs related to a repair of the damaged consignment or its restoring to original state, which would be of a higher standard (improvement or renovation of the consignment) and increasing its insurance value shall be paid by the insured.

3) **Lost, unavailable, missing the entire consignment**

In case of lost, unavailable or missing the entire consignment or part of it the insurer shall indemnify the corresponding part of the sum insured after deducting the junk value of the consignment.

4) **Sale of the consignment before the end of the insured transportation**

If, after the commencement of the insurance, the transportation was canceled or cannot be finished for serious reasons and the insurer has not been relieved of an obligation to indemnify, the insurer may require on the insured to sell the consignment immediately in way of free sale or at public auction, in cooperation with the insurer, if the consignment cannot be further transported without incurring unreasonable costs or in unreasonable period.

5) **Not occurred interest, costs saved**

If an interest regarding reasonably expected earnings, value added tax, customs, haulage or other costs related to the transportation at the moment of the insured event has not originated yet, these expenses shall not be a part of the indemnification. When determining the loss, the relevant part of the sum insured is taken into account. The same applies to costs that will be saved as a result of the insured event.

## ARTICLE 14 INSURANCE PREMIUM

Article 7 VPP MAJ 01/2019 is amended as follows:

In the case of insurance policy shorter than one year the insurance originates only if the premium is paid no later than on date of the commencement of the insurance, unless agreed otherwise in the insurance policy.

## ATTACHMENTS

### INSTITUTE CLASSIFICATION CLAUSE CL 354 dated 1.1.2001

#### QUALIFYING VESSELS

1. This insurance and the marine transit rates as agreed in the policy or open cover apply only to cargoes and/or interests carried by mechanically self-propelled vessels of steel construction classed with a Classification Society which is:
  - 1.1 a Member or Associate Member of the International Association of Classification Societies (IACS\*), or
  - 1.2 a National Flag Society as defined in Clause 4 below, but only where the vessel is engaged exclusively in the coastal trading of that nation (including trading on an inter-island route within an archipelago of which that nation forms part).

Cargoes and/or interests carried by vessels not classed as above must be notified promptly to underwriters for rates and conditions to be agreed.

Should a loss occur prior to such agreement being obtained cover may be provided but only if cover would have been available at a reasonable commercial market rate on reasonable commercial market terms.

#### AGE LIMITATION

2. Cargoes and/or interests carried by Qualifying Vessels (as defined above) which exceed the following age limits will be insured on the policy or open cover conditions subject to an additional premium to be agreed.

Bulk or combination carriers over 10 years of age or other vessels over 15 years of age unless they :

  - 2.1 have been used for the carriage of general cargo on an established and regular pattern of trading between a range of specified ports, and do not exceed 25 years of age, or
  - 2.2 were constructed as containerships, vehicle carriers or double-skin open-hatch gantry crane vessels (OHGCs) and have been continuously used as such on an established and regular pattern of trading between a range of specified ports, and do not exceed 30 years of age.

#### CRAFT CLAUSE

3. The requirements of this Clause do not apply to any craft used to load or unload the vessel within the port area.

#### NATIONAL FLAG SOCIETY

4. A National Flag Society is a Classification Society which is domiciled in the same country as the owner of the vessel in question which must also operate under the flag of that country.

#### PROMPT NOTICE

5. Where this insurance requires the assured to give prompt notice to the Underwriters, the right to cover is dependent upon compliance with that obligation.

#### LAW AND PRACTICE

6. This insurance is subject to English law and practice.

\* For a current list of IACS Members and Associate Members please refer to the IACS website at [www.iacs.org.uk](http://www.iacs.org.uk) 1/1/01  
CL354-2001

### **INSTITUTE RADIOACTIVE CONTAMINATION CHEMICAL, BIOLOGICAL, BIO-CHEMICAL, ELECTROMAGNETIC WEAPONS EXCLUSION CLAUSE**

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith.

1. In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from
  - 1.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
  - 1.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
  - 1.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
  - 1.4 the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.
  - 1.5 any chemical, biological, bio-chemical or electromagnetic weapon.

10/11/03  
CL370

### **INSTITUTE CYBER ATTACK EXCLUSION CLAUSE**

1.1 Subject only to clause 1.2 below, in no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.

1.2 Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife, arising therefrom, or any hostile act by or against a belligerent power, or terrorism, or any person acting from a political motive, Clause 1.1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system, computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

10/11/03  
CL380

### **TERRORISM EXCLUSION (NMA 2920)**

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto, it is agreed that this insurance exclude loss, damage, cost of whatsoever nature directly or indirectly caused by, resulting from arising out of or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group (s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political,

religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the Underwriters allege that by reasons of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

In the event any portion of this endorsement is found to be valid or unenforceable, the remainder shall remain in full force and effect.

08/10/2001  
NMA 2920